

IN THE DRAWINGS:

Please replace the as-filed drawings with the attached two (2) Replacement Sheets of formal drawings that have proper cross-hatching. No new matter has been added. Accordingly, it is respectfully requested that the enclosed drawings be approved and entered in the subject application.

REMARKS

Reconsideration of the above identified application in view of the preceding amendments and following remarks is respectfully requested.

Claims 1-12 are pending in this application. By this Amendment, Applicants have amended Claims 3 and 8-12. The claim amendments were made to more precisely define the invention in accordance with 35 U.S.C. 112, paragraph 2. These amendments have not been necessitated by the need to distinguish the present invention from any prior art. It is respectfully submitted that no new matter has been introduced by these amendments, as support therefor is found throughout the specification and drawings such as in paragraph 32 of the application as published among other places.

In the Office Action, the Examiner objected to the drawings because of improper cross-hatching. In response thereto, Replacement Sheets are attached hereto. Accordingly, proper drawings are submitted herewith and withdrawal of the rejection is respectfully requested.

The specification was objected to under 37 C.F.R. §1.77(b) as failing to provide proper section headings. The specification has been amended hereby to recite proper section headings and the relevant priority claim information. Thus, the objection has been overcome and an action acknowledging the same is respectfully requested.

Claims 3 and 9-12 were objected to under 37 C.F.R. § 1.75(c) for having certain informalities. Claims 3 and 9-12 have been amended to correct these informalities and therefore, withdrawal of the objection is respectfully requested.

In the Office Action, Claims 1-3 were rejected under 35 U.S.C. §102(b) over U.S. Patent No. 5,988,691 to Cruickshank. The Examiner's grounds for rejection are

herewith traversed, and reconsideration is respectfully requested.

Cruickshank discloses an arrangement for terminating and anchoring a plastic liner 14, 16 at a section of corrosion resistant material 22. Cruickshank discloses various embodiments of end pieces 24, 26 which are anchored to the pipe. The open ends of respective end pieces 24, 26 define an unlined region of the pipe of larger relative diameter. Cruickshank teaches the provision of a transition sleeve 42 in this unlined region, bridging the gap between the end pieces. The purpose of this transition sleeve 42 is to maintain a substantially continuous inner surface which reduces the likelihood of equipment such as pigs becoming snagged at the join when passing through the pipeline (see column 5 lines 44 to 55). Cruickshank does not disclose or suggest his transition sleeve 42 having open ends for sealed attachment with the internal liner or the open ends of the transition sleeve 42 having sealed attachment with the end pieces 24, 26.

Regarding a substantially cylindrical sleeve defining one or more vents, the Examiner refers to the text at column 6 lines 48 to 52 of Cruickshank. Applicant respectfully submits that the Examiner has mistakenly interpreted this passage of Cruickshank. This passage refers to vent ports 180 provided in pup pieces 18 and 20. These vent ports 180 provide fluid communication between the micro-annulus between a pipe section and the liner and an area external of the pipe. The purpose of the vents 180 is to vent gas from the micro-annulus to atmosphere, and to allow pressure testing against the welds and seals in the pipe. In this regard, Applicant also notes that the embodiment of Figure 6 includes a vent port 190, which is described as being similar to those of Figures 3, 4 and 5 (that is, similar to vent port 180). The vents of Cruickshank are not provided in the element 42, and are not capable of balancing a pressure differential between the micro-

annulus and the internal bore defined by the connected pipe sections. In other words, the transition sleeve 42 of Cruickshank does not include one or more vents between a micro-annulus formed between the internal liner and the pipe sections, and a bore defined by the connected pipe sections.

In contrast, Claim 1 recites a pipe liner connector suitable for use with connected pipe sections having an internal liner, the pipe liner connector comprising a substantially cylindrical sleeve having opposed open ends for sealed attachment to the internal liner of the connected pipe sections, and the substantially cylindrical sleeve defining one or more vents for balancing a pressure differential between a micro-annulus, formed between the internal liner and the connected pipe sections, and a bore defined by the connected pipe sections. Cruickshank does not disclose or suggest such a structural configuration. Accordingly, Claim 1 and each of the claims depending therefrom distinguish the subject invention from Cruickshank and withdrawal of the rejection is respectfully requested.

In the Office Action, Claims 4-12 were rejected under 35 U.S.C. § 103(a) over Cruickshank in view of U.S. Patent No. 4,681,349 to Press et al.

As noted above, Cruickshank provides a transition sleeve 42, which is not designed to be sealably connected with the pipe liner sections. Indeed, no attempt is made by Cruickshank to restrict fluid flow to the area between the outer pipe and the transition sleeve. It is apparent from the teachings of Cruickshank that much effort is made to the sealing in and around the end portions 24, 26, to prevent fluid ingress from the corrosion resistant unlined region between the end portions along the micro-annulus to unprotected

lengths of pipe. This is in sharp contrast to the lack of sealing provided around the transition sleeve 42.

The invention of Press relates to a fabrication process for a complex joint arrangement, and assists in preventing blow out of the weld metal. Like Cruickshank, Press is not concerned with pressure balancing. Press merely discloses the provision of longitudinal venting paths to vent gases from welding grooves to atmosphere (see for example column 2 lines 40 to 45).

It is respectfully submitted that one skilled in the art to which the subject invention appertains would not have been motivated to combine Press et al. with Cruickshank as suggested by the Examiner. The Cruickshank arrangement is not concerned with pressure balancing, and is in fact directed toward the anchoring of liners within pipes. There is no motivation for Cruickshank to seek prevent fluid flow to the area between the outer pipe and the transition sleeve, given that the Cruickshank arrangement is clad by a corrosion resistant alloy 22 at a significant surface area around the join. Indeed, the provision of vents in the transition sleeve 42 would serve little purpose, as is it is not sealed with the liners or the liner anchors. Further, Press et al. do not provide a suggestion, motivation or teaching to make the combination as suggested by the Examiner. Thus, Press et al. cannot therefore be considered to be properly combinable with Cruickshank. The Examiner notes that it would have been obvious to combine the two but clearly bases the motivation upon the teachings of the subject application. It is black letter law that such hindsight reconstruction using the Applicant's teachings is improper and therefore, withdrawal of the rejection is respectfully requested. In the event that this combination is maintained as a rejection, the Applicant respectfully requests support for

the Examiner's combination rather than the unsupported conclusion presented in the Office Action.

Furthermore for the sake of argument, even if the references of Cruickshank and Press et al. were combined as suggested by the Examiner, it is respectfully submitted that Press et al. does not overcome the deficiencies of Cruickshank, as noted above with respect to Claim 1. Accordingly, by virtue of dependency upon Claim 1, Claims 4-7 are not rendered obvious by the combination of the references and withdrawal of the rejection under 35 U.S.C. §103 (a) is respectfully requested.

Turning to Claim 8, for the sake of argument, even if the combination were proper, there is nothing in either of Cruickshank or Press et al. that discloses or suggests, either alone or in combination, in whole or in part, the pipe liner connector as defined by Claim 8 of the subject application. In particular, there is nothing in either Cruickshank or Press et al. which discloses or suggests, a pipe liner connector including a substantially cylindrical sleeve having opposed first and second open ends, wherein the first open end comprises a first diametrically increased ring section longitudinally displaced from the first open end towards the second open end, said ring section having one or more venting grooves located on an outer surface thereof and extending longitudinally thereon for balancing a pressure differential between a micro-annulus formed between the internal liner and the pipe sections on a first side of the ring section and an annular section defined between the pipe liner connector and the pipe sections on a second, opposing side of the ring section. Therefore, Claim 8 and each claim depending therefrom are not rendered obvious by the combination of references cited by the Examiner, and withdrawal of the

rejection under 35 U.S.C. §103(a) is respectfully requested.

Any additional fees or overpayments due as a result of filing the present paper may be applied to Deposit Account No. 04-1105. It is respectfully submitted that all of the claims now remaining in this application are in condition for allowance, and such action is earnestly solicited.

If after reviewing this amendment, the Examiner believes that a telephone interview would facilitate the resolution of any remaining matters the undersigned attorney may be contacted at the number set forth herein below.

Respectfully submitted,

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